

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. <i>P000018</i>	3. EFFECTIVE DATE 18-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY NAWOTSD 253 12350 RESEARCH PARKWAY (25322) ORLANDO FL 32825	CODE N61340	5. PROJECT NO (if applicable) S1002A	
		7. ADMINISTERED BY (If other than item 6) DCMA ORLANDO 3555 MAGUIRE BOULEVARD ORLANDO FL 32803-3276	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING SUPPORT PERSONNEL, INC. JOHN N. RUSSELL 3381 ROUSE RD STE 165 ORLANDO FL 32817-2161	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. N61340-13-C-5501
	X 10B. DATED (SEE ITEM 13) 09-May-2013

CODE 1DNT4 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE  
 RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN  
 REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,  
 provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3); DFARS 252.232-7007 Limitation of Gov't Obligation

B. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 Modification Control Number: w15anapr141043  
 PR# 1300363626-0010

The purpose of this modification is to:

- 1) Fund repairs at MCAS Futenma due to typhoon damage as follows: CLIN 4271/SLIN 4271 AC - \$30,896.00
- 2) For FY15, Change CLIN 5211 Task 6 stapladder from 8A (20 OHPW) to 6B (40 OHPW) for a cost increase of \$117.00 per month.
- 3) Update Attachment 1, Price Breakout Worksheet and DFARS 252.232-7007 Clause.
- 4) All other terms and conditions remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) John N. Russell, Owner, President and CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 22-Sep-2014
	16B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)
	16C. DATE SIGNED 23-Sep-2014

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   6</b>
2. AMENDMENT/MODIFICATION NO. <b>P00018</b>		3. EFFECTIVE DATE <b>18-Sep-2014</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (25322) ORLANDO FL 32826		CODE <b>N61340</b>		7. ADMINISTERED BY (If other than item 6) DCMA ORLANDO 3555 MAGUIRE BOULEVARD ORLANDO FL 32803-3276
		CODE <b>S1002A</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING SUPPORT PERSONNEL, INC. JOHN N. RUSSELL 3361 ROUSE RD STE 165 ORLANDO FL 32817-2191			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. <b>N61340-13-C-5501</b>
			X	10B. DATED (SEE ITEM 13) <b>09-May-2013</b>
CODE <b>1DNT4</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) <b>FAR 43.103(a)(3); DFARS 252.232-7007 Limitation of Gov't Obligation</b>				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>wisemanr141043</b> PR# <b>1300363626-0010</b>  The purpose of this modification is to: 1) Fund repairs at MCAS Futenma due to typhoon damage as follows: CLIN 4271/SLIN 4271 AC - \$30,896.00 2) For FY15, Change CLIN 5211 Task 6 stepladder from 6A (20 OHPW) to 6B (40 OHPW) for a cost increase of \$117.00 per month. 3) Update Attachment 1, Price Breakout Worksheet and DFARS 252.232-7007 Clause. 4) All other terms and conditions remain unchanged and in full force and effect.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOSEPH A. LIBERATORE, JR. (25322) / CONTRACTING OFFICER TEL: 407-380-4281 EMAIL: joseph.liberatore@navy.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>23-Sep-2014</b>	

## SECTION G - CONTRACT ADMINISTRATION DATA

## Accounting and Appropriation

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$30,896.00 from \$2,364,037.00 to \$2,394,933.00.

## SUBCLIN 4271AC:

Funding on SUBCLIN 4271AC is initiated as follows:

ACRN: AD

CIN: 130036362600012

Acctng Data: 1741804 70AE 257 57025 H 068688 2D X001HV

Increase: \$30,896.00

Total: \$30,896.00

Cost Code: 570254MGM3QD

The following have been modified:

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 5101, 5111, 5112, 5113, 5151, 5152, 5201, 5211, 5221, 5251, 5301, 5311, 5312, 5351, and 5431 are incrementally funded. For these item(s), the sum of \$0 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by

the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

OCT 01, 2014	<u>\$ 119,107.00</u>
NOV 01, 2014	<u>\$ 119,107.00</u>
DEC 01, 2014	<u>\$ 119,107.00</u>
JAN 01, 2015	<u>\$ 122,094.00</u>
FEB 01, 2015	<u>\$ 122,094.00</u>
MAR 01, 2015	<u>\$ 151,367.00</u>
APR 01, 2015	<u>\$ 151,367.00</u>
MAY 01, 2015	<u>\$ 151,367.00</u>
JUN 01, 2015	<u>\$ 151,367.00</u>
JUL 01, 2015	<u>\$ 151,367.00</u>
AUG 01, 2015	<u>\$ 151,367.00</u>
SEP 01, 2015	<u>\$ 151,367.00</u>

#### SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

8All applicable terms and conditions are found in contract N61340-11-D-1004.

#### SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following list of exhibits and attachments are WestPac task order peculiar and are as follows:

##### Exhibit A -- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)

Exhibit A002 – Conference Minutes

Exhibit A003 – Mobilization COMS/CMS Contractor Performance Report  
 Exhibit A004 – COMS/CMS Monthly Contractor Performance Report/Trainer Support Effectiveness Reports  
 Exhibit A005 – Contractor Inventory/Utilization Report of GFP/GFI  
 Exhibit A007 – CIS Contractor Performance Summary Report (CPSR) – Mod P00006  
 Exhibit A009 – Quality System Plan

**Attachments:**

- Attachment (A) CLIN/SOW/Clause Matrix  
**Attachment (1) Price Breakout Worksheet, P00018**  
 Attachment (2) SOW Addendum A 6643-A-0398 Western Pacific (WestPac) Training Devices Contractor Operation and Maintenance Services; Rev 1 dated 09 October 2013 – P00009; Rev 3 dated 03 February 2014 – P00014  
 Addendum B 6643-A-0398 Western Pacific (WestPac) Contractor Instruction Services (CIS) dated 23 July 2013 - Mod P00004  
~~Attachment (3) – CDRL Addressee List~~  
 Attachment (4) DD Form 254 – Contract Security Classification Specification (Draft) – Secret; 21 May 2013, P00001  
 DD Form 254 – Contract Security Classification Specification (Draft) – Secret; P00002  
 Attachment (5) COR & ACOR Appointment Letters  
     (a) COR Designation Letter & Form, John Harris, dtd 09 May 2013, P00002  
     4 Pages  
     (b) COR Designation Letter & Form, Wendell Smith, dtd 09 May 2013, P00002  
     4 Pages  
     (c) COR Designation Letter & Form, Kenneth Morrison, dtd 09 May 2013, P00002,  
     4 Pages  
     (d) COR Designation Letter & Form, William E. Hardy, dtd 13 Aug 2013, P00006  
     (e) COR Designation Letter & Form, Roger A. Hahn, dtd 15 Jul 2014, P00015  
 Attachment (6) USFJ Policy Letter 70-2 dated 01 August 1985  
 Attachment (7) Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of American and Japan, Regarding Facilities and Areas and the Status of U.S. Armed Forces in Japan  
 Attachment (14) CDRL Addressee List; 20 August 2013 - P00006; 12 June 2014 – P00014; 24 July 2014 – P00015  
 Attachment (15) COR List; 24 July 2014 – P00015

**Attachment (2) includes the following:**

ADDENDUM A

ADDENDUM B

APPENDIX A Device 2F171 CH-53E Aircrew Procedures Trainer (APT) – MCAS Futenma

APPENDIX B Device 2F171 CH-46E Aircrew Procedures Trainer (APT) – MCAS Futenma

APPENDIX B1 Device 2F199 KC-130J Weapons Systems Trainer (WST) – MCAS Futenma

APPENDIX C Device 15F16 E2C Distributed Readiness Trainer (EDRT) – NAF Atsugi

APPENDIX D 2F178 EA-6B Weapons Systems Trainer (WST) – MCAS Iwakuni  
Rev 1, dated 18 March 2014 – MOD P00015

APPENDIX E 2F199 KC-130J Weapons Systems Trainer (WST) – MCAS Futenma

APPENDIX F 2F193A FA-18 Tactical Operational Flight Trainer (TOFT) – MCAS Iwakuni  
Rev 1, 23 May 2013, P00001

APPENDIX H 2F193B FA-18 Tactical Operational Flight Trainer (TOFT) – MCAS Iwakuni  
Rev 1, 23 May 2013, P00001

APPENDIX J 2C85 E-2 and C-2 Reconfigurable Flight Training Device (RFTD) – NAF Atsugi  
Rev 1, 13 November 2013, P00010

APPENDIX K 2F200 MV-22 Containerized Flight Training Device (CFTD) – MCAS Futenma

APPENDIX L 2F201 FA-18 Tactical Operational Flight Trainer 134 (TOFT) – NAF Atsugi

APPENDIX M 2F201 FA-18 Tactical Operational Flight Trainer 135 (TOFT) – NAF Atsugi

APPENDIX P 2H163 P-3 Aircrew Tactical Team Trainer (PACT3) – AB Kadena

APPENDIX Q 2F195 MH-60R and MH-60S Tactical Operational Flight Trainer (TOFT) S/N 10 –  
NAF Atsugi

APPENDIX Q1 MH60R/S Site Specific Supplement - 2F195 MH-60R and MH-60S Tactical  
Operational Flight Trainer (TOFT) S/N 10 – NAF Atsugi

APPENDIX AA Janitorial Services Floor Plans, Revised to include MH-60 R/S Building 1411, page  
AA-6

(End of Summary of Changes)